v. *Donald*, 164 Wis. 545, 160 N. W. 1067. See 17 HARV. L. REV. 191. But where the time or place are not prescribed by law, so that notice is essential for that purpose, such provisions are generally regarded as mandatory. *State* v. *Staley*, 90 Kan. 624, 135 Pac. 602; *Staples* v. *Astoria*, 81 Or. 99, 158 Pac. 518. See McCRARY, ELECTIONS, 4 ed., §§ 182–185. In either case, however, the better view is that failure to give notice will not render the election void unless the number of voters deprived of a chance to vote was sufficiently large to have changed the result. *Lyon* v. *Smith*, Cl. & H. 101; *State* v. *McFarland*, 98 Neb. 854, 154 N. W. 719; *Hill* v. *Skinner*, 169 N. C. 405, 86 S. E. 351. Since, in the principal case, the number of absent voters in the military service who received no notice of the special election was sufficient to have changed the result, the election was properly set aside. In a *dictum*, however, the court says that the right to vote inheres in citizenship and is guaranteed by the Constitution. But participation in the suffrage is not a right; it is a privilege, the exercise of which is dependent upon the will of the state. *Anderson* v. *Baker*, 23 Md. 531; *People* v. *Barber*, 48 Hun (N. Y.) 198. See COOLEY, PRINCIPLES OF CONSTITUTIONAL LAW, 2 ed., 259. Accordingly, the suffrage is not within the privileges and immunities guaranteed by the Constitution. *Minor* v. *Happersett*, 21 Wall. 162; *Govgar* v. *Timberlake*, 148 Ind. 38, 46 N. E. 339. See 2 STORY, CONSTITUTION, 5 ed., § 1932.

EQUITY — NEGATIVE COVENANTS — UNIQUE PERSONAL SERVICE — DOCTRINE OF LUMLEY *VERSUS* WAGNER. — The defendant entered into an exclusive contract to serve as an editorial writer, and covenanted not to write for any publication in competition with the plaintiff during the term. Before expiration of the contract he left the plaintiff's employ and began to write for a competitor. It appeared that plaintiff had spent over $40,000 in exploiting the defendant and that he occupied a unique position among writers upon the war. *Held*, injunction allowed. *Tribune Association* v. *Simonds*, 104 Atl. 386 (N. J.).

The case is chiefly interesting as showing the settled adherence of American courts to the doctrine of *Lumley* v. *Wagner*, in cases of unique service or unique servants. *Lumley* v. *Wagner*, 1 De Gex, M. & G. 604. But the large expenditure made by plaintiff in exploiting defendant for the purpose of rendering his services as a writer more valuable suggests a further question. If the master has given the servant an exceptional value for the purposes of the service in reliance upon the contract, would not the grave injury to him involved in the loss of this expenditure in case of breach, and the accrual of the benefit thereof to a competitor, suffice to overcome the practical difficulties involved in enforcement of negative covenants in such cases and justify an injunction although many other servants of equal intrinsic capacity might be available? After all the significance of unique service, or unique qualifications in the servant, lies in the grave hardship to the plaintiff involved in such cases. Other exceptional cases of grave hardship should not be treated on a different basis.

FEDERAL COURTS — RELATIONS OF STATE AND FEDERAL COURTS — EFFECT OF STATE STATUTE GIVING COURTS OF GENERAL CIVIL JURISDICTION PROBATE POWERS. — A nonresident filed a *caveat* to proceedings for the probate of a will in the Georgia courts. An application by him to remove the case to the United States courts was denied, and in accordance with a state statute allowing appeals from any decision of the ordinary, the case was taken to the Superior Court without an adjudication on the will. Subsequently, the record in the case was brought into the federal court under the rule allowing a petition for removal to be filed in spite of an adverse decision by the state court. *Held*, that the case be remanded to the state court. *Meadow* v. *Nash*, 250 Fed. 911.

Originally, in the United States, probate jurisdiction was of a special character, exclusively vested in independent courts, and removal to the federal courts was not available. *Broderick's Will*, 21 Wall. (U. S.) 503. A removal of a will contest is, however, permitted when the state courts of general civil jurisdiction, as distinguished from special appellate courts of probate, are authorized by statute to determine the validity of a will; provided also that the will has been probated by lower courts and is attacked as a muniment of title. *Gaines* v. *Fuentes*, 92 U. S. 10; *Brodhead* v. *Shoemaker*, 44 Fed. 518. See *Ellis* v. *Davis*, 109 U. S. 485, 496, 3 Sup. Ct. Rep. 327, 334. But a bill to contest a will and to enjoin a distribution under it is not removable. *Farrel* v. *O'Brien*, 199 U. S. 89, 25 Sup. Ct. Rep. 727. A distinction is drawn between an independent controversy *inter partes* and a proceeding ancillary to the original probate. Yet the proof of the will is the same in both cases; so that the distinction hardly seems tenable. In the principal case, the only issue on appeal may have been the one of removal and not the probate of the will, for the lower court had not passed on the will. If the state court did have probate jurisdiction, probate by the lower court is immaterial, for the appeal is an investigation *de novo* at any rate. See 1914 PARK'S ANN. CODE GA., § 5014.

JUDGMENTS — FOREIGN DIVORCE DECREE — COLLATERAL ATTACK FOR FRAUD. — A husband sued for divorce in Vermont. He offered to show that his wife's divorce from her first husband was obtained in New York through false testimony as to her age. *Held*, the foreign decree cannot be attacked collaterally. *Deyette* v. *Deyette*, 104 Atl. 232 (Vt.).

If a court obtains jurisdiction through fraud of a party, its judgment is merely voidable, impeachable by direct proceedings. *Ex parte Moyer*, 12 Idaho, 250, 85 Pac. 897; *Mahon* v. *Justice*, 127 U. S. 700, 8 Sup. Ct. Rep. 1204. See 20 HARV. L. REV. 239. But if the court is defrauded into thinking it has jurisdiction when there is none in fact, the judgment is assailable collaterally. *Dunham* v. *Dunham*, 162 Ill. 589, 44 N. E. 841; *Magowan* v. *Magowan*, 57 N. J. Eq. 322, 42 Atl. 330; *Plummer* v. *Plummer*, 37 Miss. 185. If the fraud merely goes to the evidence, there can be no collateral attack. *Field* v. *Sanderson*, 33 Mo. 542; *Christmas* v. *Russell*, 5 Wall. (U. S.) 290; *Nicholson* v. *Nicholson*, 113 Ind. 131, 15 N. E. 223. But see *contra*, *Dumont* v. *Dumont*, 45 Atl. 107 (N. J.). Even a direct attack will generally not be allowed in such a case; otherwise litigation would become endless. *Greene* v. *Greene*, 2 Gray (Mass.) 361; *United States* v. *Throckmorton*, 98 U. S. 61; *Parish* v. *Parish*, 9 Ohio St. 534. But if the fraud is extrinsic, as in preventing the unsuccessful party from fully presenting his case, the judgment may be attacked collaterally. *Daniels* v. *Benedict*, 50 Fed. 347. A stranger, however, may in any case of fraud impeach the judgment collaterally, because it is his only means of availing himself of the fraud. *De Armond* v. *Adams*, 25 Ind. 455; *Sidensparker* v. *Sidensparker*, 52 Me. 481; *Ogle* v. *Baker*, 137 Pa. St. 378, 20 Atl. 998. See *Greene* v. *Greene*, 2 Gray (Mass.) 361, 366. But the stranger must be prejudiced with regard to some pre-existing right. *Ruger* v. *Heckel*, 85 N. Y. 483. See also FREEMAN, JUDGMENTS, § 335. In the principal case the second husband had no such right. Some courts will never disturb a divorce decree even in case of the grossest fraud, because of the extensive collateral effect on third parties. *Parish* v. *Parish*, *supra*; *DeGraw* v. *DeGraw*, 7 Mo. App. 121. Generally, however, divorce decrees are treated like any other. *Daniels* v. *Benedict*, *supra*; *Johnson* v. *Coleman*, 23 Wis. 452. For a discussion of the distinction between collateral and direct attack, see 23 HARV. L. REV. 67.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — RECOVERY FOR NON-OCCUPATIONAL DISEASES. — A common laborer was directed in the course of his employment to do some painting on a building. The cold weather